

General Terms and Conditions of the Eventboutique GmbH

1. Subject matter of regulation

The following General Terms and Conditions apply to all legal transactions of Eventboutique GmbH, Lerchenstr. 78, 70176 Stuttgart, hereinafter referred to as "Provider", with their contractual partner, hereinafter referred to as "customer".

Deviating general terms and conditions of the customer do not apply.

2. Conclusion of the contract

With the booking, the customer offers the conclusion of the contract bindingly. The booking can be made in writing, by e-mail, orally or by telephone. The contract can only be concluded by the written or e-mail confirmation of the provider.

3. Benefits, Compensation

The scope of the contractual services as well as the amount of the remuneration are determined by the service description of the respective offer as well as by the information in the order confirmation. In the event of discrepancies between the information in the offer and in the order confirmation, the information in the order confirmation shall apply.

4. Changes in performance and prices

4.1. Changes and deviations of individual travel services from the agreed content of the contract, which become necessary after conclusion of the contract and which were not brought about by the provider in good faith, are permitted to the provider, insofar as the changes or deviations are not significant and do not affect the overall cut of the booked trip. The provider will inform the customer immediately of any necessary performance changes or deviations.

4.2. The provider guarantees the prices confirmed with the order confirmation, insofar as they concern non-governmental contractors of the provider, e.B. hotel companies.

4.3. In the event of an increase in fares and/or government fees such as entrance fees and port or airport fees or a change in the exchange rates applicable to the trip in question, the provider reserves the right to charge the customer the additional costs incurred by the provider up to the agreed travel date.

4.4. In the event of a subsequent change in the travel price, the provider will inform the customer immediately.

5. Passport, visa and health regulations

The provider is not responsible for informing travellers about the provisions of passport, visa and health regulations and any changes to them before travelling. The customer is responsible for informing the traveller in this regard.

6. Resignation

6.1. If the customer withdraws from the contract, the provider may demand compensation for the travel arrangements made and his expenses.

6.2. Cancellation of the trip up to a period of 90 days prior to the start of the trip is generally possible free of charge, unless otherwise stated by the individual agreement, the offer or the order confirmation.

7. Duties

7.1. The customer is obliged to inform the travellers of their obligation to notify complaints immediately on site, before travelling properly.

7.2. The customer is obliged to forward the knowledge of defects that become known to him or by complaints of travellers on site without delay to a representative of the local provider.

8. Liability, limitations of liability, limitation of limitations

8.1. The provider shall be liable without limitation for damages for breach of contractual and non-contractual obligations in the event of malice, intent and gross negligence. Liability for slight negligence is excluded. Insofar as a contractually essential obligation is violated by

medium negligence, the provider's obligation to compensate is limited to the contractually typical, foreseeable damage as well as to the amount of the cover amount of the provider's possible liability insurance. The same applies to breaches of duty by vicarious agents of the assistant. Further claims are excluded. No liability is assumed for unforeseen events, such as B. strikes, force majeure, etc. If the offered airline is unable or unable to operate the flight and therefore the flight has to be carried out by another airline, the additional costs incurred thereby shall be borne by the customer. If booked services cannot be provided at the place of stay for reasons of force majeure or similar reasons (e.B. weather-related reasons), which are not our responsibility, we assume no liability for this. A pro rata refund of the fee for this service shall only take place insofar as the service provider, who is responsible for the provision of this service on site, makes a refund to us. Liability for personal injury remains unaffected. The provider will grant the customer access to the insurance policy, if available, at the customer's request.

8.4. Claims for non-contractual performance must be asserted against the provider within six weeks after the contractually stipulated termination of the trip. After expiry of this period, the assertion of claims is excluded.

8.5 The customer's recourse to the provider due to warranty claims of the traveller is excluded if the traveller has culpably failed to notify the defect immediately on site or if the customer has violated his obligations to cooperate under clause 7 and the provider therefore had no possibility of remedying it.

8.6. A claim for damages against the provider is limited or excluded in so far as, under international conventions or statutory provisions based on such agreements, which apply to the services to be provided by a service provider, a claim for damages against the service provider arises or can be asserted only under certain conditions or restrictions, or is excluded under certain conditions.

8.7. The contractual claims of the customer shall become time-barred in one year. The limitation period begins on the day on which the trip should end according to the contract.

9. Data storage

The customer is hereby informed that the provider stores and processes the personal data obtained in the course of the business relationship in accordance with the provisions of the

GDPR of 25 May 2018 (compare data protection declaration on <http://www.eventboutique.de/index.php/datenschutz>).

10. Final provisions

10.1. The law of the Federal Republic of Germany shall apply to all legal relations between the parties to the exclusion of the UN Convention on Contracts for the Sale of Goods.

10.2. Furthermore, in the event of flight compliance, the general conditions of carriage of the air carrier operating in the specific case shall apply, insofar as these do not go beyond legal liability.

10.3. A set-off or the assertion of a right of retention by the customer is only permitted with recognised or legally established counterclaims.

10.4. Should any provision of this contract be invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a legally effective one in the manner that best corresponds to the economic purpose of the invalid provision.

Stuttgart, 08.07.2011

adjusted in May 2018 to the new EU GDPR